

Office of the Executor
DEAN RICHARD VONGERMETEN WHFITE MAIL
c/o 1921 Thurston Avenue, Racine, Wisconsin
2022 APR 18 PM 3:36



TO: Rachel M. Blise: Chancellor
c/o: Janet Medlock: Fiduciary trustee
US Bankruptcy Court, Eastern District of Wisconsin
517 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202

In re: Case# 21-25409-rmb
Adv. Case# 22-02024

April 15, 2022

NOTICE IN EXCLUSIVE EQUITY JURISDICTION FOR TRUST RF 489 562 779 US OF MY
OBJECTION TO DISMISS MARK CLAUSS, CHRISTOPHER DROUT AND SUZY LINDBLOM
FROM ABOVE CASE NUMBERS AND ADVERSARY COMPLAINT

I, Dean Richard Von Germeten, the living man, an aggrieved and injured party, do object to defendants motions to remove themselves from the action I have filed against them, for the following reasons.

1. The attorney Mark Clauss with Matthew Lynch of WDFI requested the judge to expunge documents as first order of business, suppressing evidence; see transcript, doc # 97, 74, 91, 92; a clear violation of WI Stat 946.72(1) and US Federal code 18 USC § 2071, title 70 CH 4 SEC 5403, title 70 CH 4 SEC 5407, title 70 CH 4 SEC 5408, 42 USC § 1983, 28 USC § 454, 18 USC § 241, 242, 18 § USC 1001, WI Stat 943.20, 946.72, 973.015 (See: Kenosha County v. Frett, 2014 WI App 12, 357, 9 Wis 2d 246, 858 N.W. 2d 397, 14-0006. *These due-process violations are prima facie from the court transcript and further court orders issued by Michael J. Piontek. Courts have repeatedly ruled that judges have no immunity for their criminal acts.* The judge granted these requests, barring my further objection by/to his orders. *Not only did the participants collude against my rights, they committed felonies in open court.* Defendants even provide the evidence as exhibits but would distract from their prima facie crimes with factoid opinions from prior cases, straining at gnats to swallow camels. Also out-of-state collection practice violations 12 USC § 1864, with private rights of action 503.

Per: WI Stat 806.07 Relief from judgment or order.

(1) On motion and upon such terms as are just, the court, subject to subs. (2) and (3), may relieve a party or legal representative from a judgment, order or stipulation for the following reasons:

- (a) Mistake, inadvertence, surprise, or excusable neglect;
- (b) Newly-discovered evidence which entitles a party to a new trial under s. 805.15 (3);
- (c) Fraud, misrepresentation, or other misconduct of an adverse party;
- (d) The judgment is void;
- (e) The judgment has been satisfied, released or discharged;
- (f) A prior judgment upon which the judgment is based has been reversed or otherwise vacated;
- (g) It is no longer equitable that the judgment should have prospective application; or
- (h) Any other reasons justifying relief from the operation of the judgment.

(2) The motion shall be made within a reasonable time, and, if based on sub. (1) (a) or (c), not more than one year after the judgment was entered or the order or stipulation was made. A motion based on sub. (1) (b) shall be made within the time provided in s. 805.16. A motion under this section does not affect the finality of a judgment or suspend its operation. This section does not limit the power of a

court to entertain an independent action to relieve a party from judgment, order, or proceeding, or to set aside a judgment for fraud on the court.

2. The foreclosure judgement in favor of Planet by Michael J. Piontek of February 14, 2020, case # 19-cv-001616-mjp is void for due-process violations, intimidation, threats of incarceration, etc. precluding my ability to speak or respond, see transcript doc # 97 and felonies committed, never reported by participants as officers of the court. 18 USC § 4. Furthermore the judge barred my further filings to defend myself or the property, see doc # 89, a clear violation of my 5th Amendment right under the US Constitution of 1789 and absent any lawful citations. By adding a mere adjective of "frivolous" the judge presumed to deprive me of property without hearing me, dishonoring the foundations of Justice upon which US courts are based. I filed a complaint with Wisconsin Judicial commission who abstained to prosecute only because the judge obtained retirement. There is no statute of limitations to challenge void orders that may be collaterally attacked at any time. There is no time limit on an attack on a judgment as void. **The one-year limit applicable to some Rule 60(b) motions is expressly inapplicable, and even the requirement that the motion be made within a 'reasonable time,' which seems literally to apply to motions under Rule 60(b)(4), cannot be enforced with regard to this class of motion.** A void judgment cannot acquire validity because of laches on the part of the judgment debtor. The case law on void judgements is quite extensive, some has been submitted to this court already. See:

Neylan, 124 Wis. 2d at 97, 368 N.W.2d at 655 (quoting Kohler Co. v. DILHR, 81 Wis. 2d 11, 25, 259 N.W.2d 695, 701 (1977)). Where material facts are undisputed, the question of whether a judgment is void for lack of jurisdiction is a matter of law that we review de novo. State v. Big John, 146 Wis. 2d 741, 748, 432 N.W.2d 576, 579 (1988). A judgment is void if the court rendering it lacked subject matter jurisdiction. See Wengerd v. Rinehart, 114 Wis. 2d 575, 578, 338 N.W.2d 861, 864 (Ct. App. 1983). Also, a void judgment is subject to collateral attack. State v. Madison, 120 Wis. 2d 150, 158, 353 N.W.2d 835, 839 (Ct. App. 1984). Section 806.07, Stats., governs relief from judgments. The Judicial Council Committee's Note, 1974, 67 Wis. 2d 726, states the section "is substantially equivalent to Federal Rule 60(b) and replace[d former sec.] 269.46." *fn12 This court stated in West v. West, 82 Wis. 2d 158, 165-66, 262 N.W.2d 87 (1978), that the former sec. 269.46(1) "presupposes the entry of a valid judgment . . . It has nothing whatsoever to do with the vacation of a void judgment." A void judgment may be expunged by a court at any time. In Kohler Co. v. ILHR, 81 Wis. 2d 11, 25, 259 N.W.2d 695 (1977). "The fact that the award came many years after the void order is of no consequence. In Halbach v. Halbach, 259 Wis. 329, 331, 48 N.W.2d 617 (1951), the void judgment was challenged ten years after entry. The court stated that laches did not apply even if the plaintiff had been dilatory or lackadaisical in his efforts to overturn the judgment. 'It is the duty of the court to annul an invalid judgment.' "A void judgment cannot be validated by consent, ratification, waiver, or estoppel.

All these orders are void judgements, per CARAWAY v. OVERHOLSER 1938 OK 155 77 P.2d 688 182 Okla. 357 Case No: 27244 03/08/1938 Supreme Court of Oklahoma Syllabus ¶0 1. JUDGMENT Right to Vacate Void Judgment Any Time on Motion. "The provision of the statute that a void judgment may be vacated at any time on motion applies only when the invalidity of the judgment appears on the face of the judgment roll." Crowther v. Schoonover, 130 Okla. 249, 266 P. 777. 2. SAME - When Judgment void on Its Face. A judgment is void on its face when the judgment roll affirmatively shows that the trial court lacked either, (1) jurisdiction over the person, (2) jurisdiction over the subject matter, or (3) judicial power to render the particular judgment. Also where judges does not act impartially, Bracey v. Warden, U.S. Supreme Court No. 96-6133 (June 9, 1997) or no opportunity to be heard Sabariego v. Maverick, 124 US 261, 31 L Ed 430, 8 S Ct. 461, or bar filings into the court and/or to seize assets. Kalb v. Feuerstein (1940) 308 US 433, See also: 42 USC § 1983, 1985, 1986, 1988 (penalties.)

3. **The attorney was unqualified to act for his client without a sworn affidavit from a real party of interest,** See: *Porter v. Porter*, (N.D. 1979) 274 N.W.2d 235 “*The practice of an attorney filing an affidavit on behalf of his client asserting the status of that client is not approved, in as much as not only does the affidavit become hearsay, but it places the attorney in a position of witness thus compromising his role as advocate.*” (Doc 57, Doc 68) and failed to present the actual, original loan documents. The attempt to collect on copies of securities is a felony per 18 USC § 472. Nobody is above the law.

4. **Planet Home Lending, LLC was presented with numerous valid tenders over several years, all rejected for one excuse after another** (the bifurcated mortgage/note allowed early prepayment.) I sent Suzy Lindblom a promissory note as part of a private administrative process I had begun prior to the foreclosure hearing and completed after. ***Suzy Lindblom retained but failed to credit my instrument and based upon a series of letters, I placed her in default with new novation terms, allowed under the common law***, US Constitution, FRCP 8, 42 USC § 1981 and Am Jur 2d Restatement of Contracts, Sec. 69. This lien document was lawfully created after due notice letters of Intent to File Lien under WI state code, thereby securing the permission of defendants, See: doc 76 case # 21-25409-rmb. Defendants have repeatedly glossed my novation with two state apostilles, to assert their bogus and fraudulent claims, however bankruptcy judge Halfenger abstained from awarding them any claim.

5. **The foreclosure case was bonded by myself, along with settlement instrument filed into the case and the debt was cancelled by Jennifer Bel**, Racine County court clerk. ***The cancellation is new evidence*** as allows reconsideration of all prior case orders and judgements given the above named parties are not the only defendants, but also include lawyers, CEO for Rushmore Loan Management Services and US National Bank Association who purchased the note in violation of the terms of my novation, ***Suzy Lindblom’s tacit agreement to pay me \$1,000. and \$10,000. retroactively for every day she failed to deliver my free & clear title. Suzy Lindblom chose to sell and deliver the note to Rushmore Loan Management Services and/or assigns instead, who are asserting a new loan number 4402754188 that I never signed.*** The conveyance cancels any further obligation by me per defendants entering as volunteers to the transaction which courts of Equity have never honored.

The doctrine of subrogation in equity requires, (1) that the person seeking its benefit must have paid a debt due to a third party before he can be substituted to that party's rights; and, (2) that in doing this, he must not act as a mere volunteer, but on compulsion, to save himself from loss by reason of a superior lien or claim on the part of the person to whom he pays the debt, as in cases of sureties, prior mortgagees, etc. The right is never accorded in equity to one who is a mere volunteer in paying a debt of one person to another. (3) *Aetna Life Ins. Co. v. Middleport*, 124 U.S. 534 (1888); furthermore **a servicer/debt collector who has purchased a debt from another company has no interest in the original debt, making their status that of a mere volunteer. The right of subrogation does not arise to one who pays the debt of another as a mere volunteer.** This includes attempts at collection by assignment, transfer or trade. A volunteer, stranger or intermeddler is “one who thrusts himself into a situation on his own initiative, and not one who becomes a party to a transaction upon the urgent petition of a person who is vitally interested, and whose rights would be sacrificed did he not respond to the importunate appeal.” *Laffranchini*, 39 Nev 48, 153 P. 252. Parties may be considered volunteers if in making a payment, they have no interest of their own to protect, they act without any obligation, legal or moral, as they act without being requested to do so by the person liable on the original obligation. See: *Henningsen v. United States Fidelity Guar. Co.*, 208 U.S. 404, 411 (1908); *Smith v. State Sav. & Loan Ass’n*, 175 Cal. App. 3D 1092, 1098, 223 Cal Rptr. 298, 301 (1986); *Norfolk & Dedham Fire Ins. So., v. Aetna Casualty & Surety Co.*, 132 Vt. 341, 344, 318 A.2d 659, 661 (197).

6. **Rooker-Feldman has been fraudulently cited** too often in past cases, seducing judges with red herrings to protect their lawyer friends who bring courts regular business, but has no bearing to matters that *never reached the state supreme court for final decision*, but merely one lower court's void order.

See: *VanderKodde v. Mary Jane M. Elliott, PC*, No. 19-1091 (6th Cir. Feb. 26, 2020)
<https://www.inversecondemnation.com/files/20a0057p-06.pdf>

In the opinion of Griffin, Circuit judge:

"In *Exxon Mobil Corp. v. Saudi Basic Industries Corp.*, the Supreme Court made clear that the ***Rooker-Feldman doctrine***—which prohibits the lower federal courts from reviewing appeals of state-court decisions—***applies only to an exceedingly narrow set of cases***. 544 U.S. 280 (2005). This putative class action brought under the Fair Debt Collection Practices Act and Michigan consumer laws "is not the rare one that threads the Rooker-Feldman needle." *Van Hoven v. Buckles & Buckles, P.L.C.*, 947 F.3d 889, 892 (6th Cir. 2020). ***We therefore reverse its dismissal on Rooker-Feldman grounds*** and remand for further proceedings. "

..."Whatever the source of the problem, the remedy in the lower courts is straightforward. **Absent a claim seeking review of a final state court judgement, a federal court tempted to dismiss a case under Rooker-Feldman should do one thing: Stop.** If the temptation lingers, the court should try something else: Reconsider. And if that doesn't work, the court should exercise jurisdiction anyway and ask the U.S. Supreme Court to reverse it. The Court I suspect, never will, and that's all we lower court judges should need to know." (My case never reached the final state supreme court level.)

Also this is a ***new case with new facts, in equity***; res judica was never invoked and does not apply. Defendants have made ***false claims*** in the bankruptcy court, **18 USC § 152(4) & (6)**; cause enough to be challenged via adverse **claim**. And a void judgement may be collaterally attacked at any time.

Furthermore ***given that a US Bank is involved, Federal court is the only proper venue***. The subject of foreign banks doing business in the 50 states is actually ***a federal issue under Federal jurisdiction. 12 USC § 611***. This references Doc 12, 67, 75, case # 19-cv-001616-mjp. I remand this case to appropriate Federal jurisdiction. Per the GPO, the Federal Reserve Act is codified as non-positive law at **12 USC § 226**, with the implementing regulations as Title **12 CFR § 211**, INTERNATIONAL BANKING OPERATIONS (REGULATION K). ***The only permissible "mortgage banking," is restricted to 12 CFR § 211, outside the United States, and the only permissible court filings, are restricted to 12 USC § 632, in a federal court, and the defendant has to be a foreigner, and as of 1941, the (federal) Secretary of the state, has to be a party to. Corporations deriving any authority from section 25 of the Federal Reserve Act have to litigate any claim in a district court of the United States, per 12 USC § 632. US Bank is a subsidiary of U.S. BANCORP listed as an "Agreement Corporation" 12 CFR § 211.5, not permitted to conduct business in the United States. US Bank National Association falls under 12 USC § 632 (Federal jurisdiction.)***

Any party filing a "counter-claim" is referred to as a 'plaintiff', and if the "counter-claim exits as an incident to a federal statutory cause of action, it cannot be defeated by a plea denying the merits. There are no 'demurs' or motions for "summary judgments" to a "federal statutory cause of action...and The party bringing the suit, (counter-claim) is master to decide what law he will rely upon. *Fair v. Kohler Die & Specialty Co.*, 228 U.S. 22 (1913).

When the plaintiff bases his cause of action upon an act of Congress, jurisdiction cannot be “defeated” by a “plea” denying the merits of the claim, the Court is mandated to decide the case. Fair v. Kohler Die & Specialty Co., 228 U.S. 22 (1913). 10th Amendment of the Constitution: “No State shall enter into any Treaty, Alliance, or Confederation”... ***Since the “National Banking Act” was amended by the Federal Reserve Act of 1913, restricted to “Foreign Banking” created by the Bank for International Settlement, augmented by the several Basil Accords, no state may enact any provision for any “perceived contract”.*** DUE PROCESS AND ARTICLE III of the Constitution: The showing of standing necessary to meet the “case or controversy” requirement of Article III of the Constitution...

“First and foremost,” a plaintiff must allege an “injury in fact – a harm suffered by the plaintiff that is concrete and actual or imminent, not conjectural or hypothetical.”

“Second, there must be causation – a fairly traceable connection between the plaintiff’s injury and the complained-of conduct of the defendant.” . “And third, there must be redressability – a likelihood that the requested relief will redress the alleged injury.” ... “This triad of injury in fact, causation and redressability constitutes the core of Article III’s case-or-controversy requirement, and the party invoking federal jurisdiction bears the burden of establishing its existence.”

So what injury have these criminals suffered? A default on a mortgage loan? Really? In the several states? Really? Enough with the “we have the loan contract and note”.

Fact #1. Congress stated in CITIBANK, N.A., PETITIONER V. WELLS FARGO ASIA LIMITED, that the regulations for the Federal Reserve Act, in fact all of Title 12 U.S.C. BANKING is 12 CFR § 211, Foreign Banking, and § 211.4; Permissible activities and investments of foreign branches of member banks.

(4) Real estate loans. Take liens or other encumbrances on *foreign* real estate in connection with its extensions of credit, whether or not of first priority and whether or not the real estate has been improved;

The authority for real estate loans, is codified as 12 USC § 371, however, Public law 89-485 Section 6(h), lists the code sections authority as section 23 of the Federal Reserve Act, (transactions with member banks)

23A of the Federal Reserve Act, is codified at (12 USC § 371).

12 CFR § 211.10 Permissible activities abroad.

(a) Activities usual in connection with banking. The Board has determined that the following activities are usual in connection with the transaction of banking or other financial operations abroad:

(1) Commercial and other banking activities;

(2) Financing, including commercial financing, *consumer financing, *mortgage banking, and factoring;

As of 1933, there could not be any stock representing "real estate" investments, other than the investment in a corporation holding bank premises. See: 12 USC § 335, 12 USC § 371d, 12 USC § 29. Additionally, section 22 of the Federal Reserve Act, was amended by the enactment of section 23 of the Act, all credit transactions are restricted to member banks, the 1966 amendment, Public Law 89-485 section 12, here; SEC. 12. (a) Section 23A of the Federal Reserve Act, as amended (loans to affiliates)

(12 U.S.C. 371c)

"For the purposes of this section, the term 'affiliate' shall include, with respect to any member bank, any bank holding company of which such member bank is a subsidiary within the meaning of the Bank Holding Company Act of 1956, as amended, and any other subsidiary of such company.

Section 18 of the Federal Deposit Insurance Act, as amended (12 USC § 1828), is further amended by adding at the end thereof the following new subsection:

"(j) The provisions of section 23A of the Federal Reserve Act, as *amended, relating to loans and other dealings between member banks and their affiliates, shall be applicable to every non-member insured bank in the same manner and to the same extent as if such non-member insured bank were a member bank.

Section 23A of the Federal Reserve Act, is limited to transaction of member banks, with other banks or affiliates, is a "covered transaction", subject to section 84 of the Federal Reserve Act, lending limits, secured by a segregated deposit account. A national bank which holds directly or Indirectly* stock or other evidences of ownership in a foreign bank may make loans or extensions of credit to or for the account of such foreign bank without regard to the provisions of section 23A of the Act.

Fact # 2. Just assuming, there was in fact a "contract" the complained-of conduct of the defendant," What conduct of the defendant would constitute harm? Failure to make a payment? Now how would one cure that? Public law 89-485 states they cannot receive a "deposit" See: Public Law 89-485 SEC. 3

"Bank' means any institution that accepts deposits that the depositor has a legal right to withdraw on demand, but shall not include any organization operating under section 25 or section 25(a) of the Federal Reserve Act, or any organization that does not do business within the United States. Only deposits outside the United States are permissible.

12 CFR § 211.6 Permissible activities of Edge and agreement corporations in the United States.

(a) Activities incidental to international or foreign business. An Edge or agreement corporation may engage, directly or indirectly, in activities in the United States that are permitted by section 25A(6) of the FRA (12 USC § 615)....

12 USC § 615. Powers of corporation to receive deposits *outside of the United States and to receive only such deposits within the United States as may be incidental to or for the purpose of carrying out transactions in *foreign countries or dependencies or insular possessions of the United States; and generally to exercise such powers as are incidental to the power conferred by this Act or as may be usual, in the determination of the Board of Governors of the Federal Reserve System, in connection with the transaction of the business of *banking or other financial operations in the *countries, *colonies, *dependencies, or possessions in which it shall transact business and not inconsistent with the powers specifically granted herein.

Fact #3. And third, there must be redressability, well what forum has Congress granted them for redressability, well, in CITIBANK, N.A., PETITIONER V. WELLS FARGO ASIA LIMITED, the only permissive forum is listed as 12 USC § 632, A Federal District Court, concerning transactions with foreigners, subject matter being non-fixed assets.

Simply put, this case involves a fraudulent foreclosure action that occurred in the wrong jurisdiction, for an ostensible "loan" to a non-bank member/non-affiliate in a branch (Bank of Wisconsin) owned by a foreign Bank Holding Company (Wisconsin Bancshares) not authorized to deal with the public,

absent a notary. Also: The term “Servicing” is defined at 12 USC § 2605(i)(3), servicing rights are not ownership rights. 15 USC 1641(f) (1) & (2) and 12 USC 226.39(a)(1). A servicer is not the presumed owner with right to foreclose. The attorneys have acted fraudulently in past and now, to steal properties and enrich themselves. Counsel are acting as foreign agents and 12 USC § 503, 18 USC § 152(4), (6) and 1005 accomplice to the attempted theft, defined as: ***A criminal act in which property belonging to another is taken without that person's consent.*** The term *theft* is sometimes used synonymously with Larceny. *Theft*, however, is actually a broader term, encompassing many forms of deceitful taking of property, including swindling, Embezzlement, and False Pretenses. Some states categorize all these offenses under a single statutory crime of theft. **I think disposessing people of their home qualifies as such an act.** See: the National Stolen Properties Act.

https://www.justice.gov/archives/jm/criminal-resource-manual-1317-national-stolen-property-act-stolen-converted-taken-fraud_

It's an untenable and preposterous notion, that an American citizen could be subject to “foreclosure” absent due process. If chartered “foreign corporations”, have the right to encumber, seize and/or dispose of private property without judicial due process, there is no reason to have courts. When King George III subjected British colonies in North America to that kind of foolishness, American founders employed the word “despotism” to describe his actions. Here's a case, that's endured the tolls of time,

United States v. Lee <https://casetext.com/case/united-states-v-lee-11>

“No man in this country is so high that he is above the law. No officer of the law may set that law at defiance with impunity. All the officers of the government, from the highest to the lowest, are creatures of the law, and are bound to obey it... Courts of justice are established, not only to decide upon the controverted rights of the citizens as against each other, but also upon rights in controversy between them and the government; and the docket of this court is crowded with controversies of the latter class... Shall it be said, in the face of all this, and of the acknowledged right of the judiciary to decide in proper cases, statutes which have been passed by both branches of Congress and approved by the President to be unconstitutional, that the courts cannot give a remedy when the citizen has been deprived of his property by force, his estate seized and converted to the use of the government without lawful authority, without process of law, and without compensation, because the President has ordered it and his officers are in possession?”

In 1882, justices of the U.S. Supreme Court articulated the obvious: “If such be the law of this country, it sanctions a tyranny which has no existence in the monarchies of Europe, nor in any other government which has a just claim to well-regulated liberty and the protection of personal rights.” There is no dispute that any “Corporation” deriving any authority from section 25 of the “Federal Reserve Act” have to litigate any “claim” in a district court of the United States, per 12 USC § 632. Jurisdiction of United States courts; disposition by banks of foreign owned property, buttressed further by the fact, the source law for 12 U.S.C. 632, is an amendment to section 14 of the “Federal Reserve Act, Open-Market Operations, Foreign correspondents and agencies, codified as 12 USC § 358, amended by the act of April 7, 1941 (55 Stat. 131).]

SOURCE

[12 USC 358. As amended by acts of Sept. 7, 1916 (39 Stat. 754); June 21, 1917 (40 Stat. 235); April 7, 1941 (55 Stat. 131).]

12 USC § 632 June 16, 1933, ch. 89, § 15, 48 Stat. 184; amended Apr. 7, 1941, ch. 43, § 2, 55 Stat. 131; No *attachment or *execution shall be issued before *final judgment. A *representative's order for *payment, *transfer, *delivery, or other disposal of such property shall be conclusively presumed to be *lawful and shall constitute a complete *discharge and *release of any *liability of the Federal Reserve bank for or with respect to such property.

SOURCE

Notwithstanding any other provision of law, all suits of a civil nature at common law or in equity to which any corporation organized under the laws of the United States shall be a party, arising out of *transactions involving *international or *foreign banking, or banking in a dependency or insular possession of the United States, the district courts of the United States shall have original jurisdiction of all such suits; No *attachment or *execution shall be issued against any Federal Reserve bank or its property before *final judgment in any suit, action, or proceeding in any State, county, municipal, or United States court. Whenever (1) any Federal Reserve bank has received any property from or for the account of a foreign state,... a *representative of such foreign state who is recognized by the Secretary of State,... the *authority of such person to *act with respect to such property is accepted and recognized by the Secretary of State, and so certified by the Secretary of State to the Federal Reserve bank, the *payment, *transfer, *delivery, or other disposal of such property by such Federal Reserve bank to or upon the *order of such person shall be conclusively presumed to be *lawful and shall constitute a complete *discharge and *release of any *liability of the Federal Reserve bank for or with respect to such property.

For the purposes of this section, (1) the term "property" includes gold, silver, currency, credits, deposits, securities, choses in action, and any other form of property, the proceeds thereof, and any *right, *title, or *interest therein; 12 U.S. Code § 632. Jurisdiction of United States courts; disposition by banks of *foreign owned* property: <https://www.law.cornell.edu/uscode/text/12/632>

Can you see the legalese mumbo-jumbo? here;
<https://www.congress.gov/bill/97th-congress/house-bill/6267>

1. Allows the Comptroller to issue a certificate of authority to commence the business of banking to a "national banking association" which is organized "solely" to do business with other "financial institutions" if such association is owned exclusively by "other" "depository institutions" and is engaged exclusively in providing "banking services for other banks."

2. Permits an association to purchase for its own account shares of stock of a national banking association which is organized "solely" to do business with other financial institutions.

To further close the door, as to any perception of any permissible court proceeding in state courts, Congress in 1933, amended section 25 of the Federal Reserve Act, with enactment of 12 USC § 632. Any court filings have to be in a federal district court, it has to "foreign banking," outside the United States, amended in 1941, the Federal Secretary of State, has to be made a party. Suffice it to say, just based on the 1933 Enactments, there is no lawful investments in 'private residential real property, in the several states, any perception of a "loan" has to originate at a branch, located outside the United States, see 12 U.S.C. 615, and the only permissible trust, is limited to employee retirement accounts. There is no provision for any type of foreclosure, since that additionally would be a police power, Congress does not have a "police power" in the several states, and could not delegate an authority it does not have, to D.C. chartered foreign corporations.

I don't think we need to consult with an attorney, hire a sky-writer, or use any elaborated charts or graphs, in summation;

1. A "national banking association" is organized "solely" to do business with other "financial institutions."
2. A "financial institutions" Is a "depository institutions"
3. A "national banking association", a "financial institutions," or a "depository institutions" may only provide "banking services for other banks."
4. A "national banking association" may only "purchase" shares of "stock" of a national banking association.
5. Shares of stock eliminates real estate investments, since a national banking association is organized solely to do business with other financial institutions (which I am not.) **Not a bank member/affiliate, 12 USC § 371c, 12 USC§ 374a**

Furthermore my name is my property, per WI 943.201(1)(b)(1) to which defendants have created a laundry list of **misnomers** (fictitious plaintiff/defendant) which is **fraud-on-the-court** according to Black's Law, in attempt to raid my estate without authorization, 18 USC § 153. I have a lien against Mark Clauss not to use my name, lawfully obtained; he was notified of my intent to lien him. The contractual violation is \$1M per, and was the subject of unlawful expungement mentioned above.

7. Rushmore Loan Management Services/US Bank National Association attorney William Patacsil **under a new loan number I never signed, has filed intent to sell the property via sheriff sale** into Racine County circuit court case # 19-cv-001616 in early May. Prior to **Suzy Lindblom/Planet's sale of the promissory note to Rushmore**, the real estate was sold to Hand-of-Christ Trust of Stroudsburg, Pennsylvania, in 8/27/2021, Register of Deeds doc #2603526 while von germeten, dean richard retains allodial title in perpetuity per land patent 1280113, Register of Deeds doc # 2594701, 6/9/2021.

8. **Christopher Drout and Mark Clauss filed false claims into US Bankruptcy court on the B410 form asserting I, a man, have no right to set-off**, without any proof or law barring or precluding me from same, and that assuming a valid debt which I assert otherwise, given **the cusip numbers I provided the court, prove the ostensible loan was securitized in violation of 12 USC §374a (never a bank member/affiliate)** and even if I were, cancelling the debt per 26 USC §108(i)(4)(B)...

Acquisition

The term "acquisition" shall, with respect to any applicable debt instrument, include an acquisition of the debt instrument for cash, the exchange of the debt instrument for another debt instrument (including an exchange resulting from a modification of the debt instrument), **the exchange of the debt instrument for corporate stock or a partnership interest**, and the contribution of the debt instrument to capital. Such term shall also include the **complete forgiveness of the indebtedness by the holder** of the debt instrument.

...and via my promissory note received and retained by **Suzy Lindblom** per 26 USC § 108(e)(10)

Indebtedness satisfied by issuance of debt instrument

(A) In general

For purposes of determining income of a debtor from discharge of indebtedness, **if a debtor issues a debt instrument in satisfaction of indebtedness, such debtor shall be treated as having satisfied the indebtedness** with an *amount of money equal to* the issue price of such debt instrument.

Defendants need to produce 1098, 1099, 8300 forms, and the “deposit account” 12 USC § 371c(c) and related accounting proving the alleged debt they are still trying to collect hasn’t already been satisfied or cancelled for a new contract/loan number I never signed; (12 USC § 84(b)(1)(C) deals with derivatives, I have proven the cusips.) See also 18 USC § 894; Extortion 18 USC § 153 from the estate, 18 USC § 1005 liability, And don’t tell me they don’t know theft is a crime. 18 USC § 4.

DEAN RICHARD VONGERMETEN (debtor) is a state-created entity/cestui que vie trust and the Secretary of State is liable for its debts until it releases its resources to me to manage it otherwise. **And this is why I have repeatedly demanded access to my estate in chambers, to settle all claims.**

9. The alleged debt was cancelled by Jennifer Bel, the very court clerk where Mark Clauss’ fraudulent foreclosure proceedings occurred. The 1099C lists DEAN R. VONGERMETEN as the creditor. Nothing frivolous about that. Just because the lawyers taint judges with prevarications and prejudice, mischaracterize, justify, misread or have difficulty understanding the law or nature of their crimes, make it no less a fact. The Constitution as the highest law in the land, never granted attorneys titles of nobility, privilege or immunity, and thankfully, no one is above the common law. Marbury v. Madison (158), (160), (163) strengthened the federal judiciary by establishing for it the power of judicial review (147), "A Law (or rule) repugnant to the Constitution is void." (164). Dunning for money is contract law to which lawyers mailing documents are accountable and liable in their personal capacity like everyone else (18 USC § 1341.) Who would assert otherwise?

10. I reserve all rights to bring litigation against any and all parties without limitation, until all my issues are heard and toward a favorable outcome, and my contractual and due process rights are recognized and respected, in exclusive equity jurisdiction, in chambers. I have yet to experience a fair, open, unrushed hearing of the issues, by an unbiased administrator who doesn’t favor corporate or court officers who bring the court regular business, which is a conflict of interest. **Apart from Jennifer Bel’s 1099C cancelling the debt, and Halfenger failing to award defendants any claim,** I have yet to experience Justice here. Any offer to limit my rights is not accepted. The trust has been expressed.

11. Matthew Lynch, CLC of WDFI (not a named party to this action) has obstructed my commerce by ordering Racine County Register of Deeds clerks not to notarize my documents. I would like that private order lifted, as all, for good reason and in good conscience, and my

PRAYER FOR RELIEF

...is that this court grant my **equitable relief in terms of injunctions against sale of the property, fines, sanctions against defendants & financial awards as I propose and as the court may determine**, based upon my attached **Invoice of True Bill** and judicial notice of violations (which is not exhaustive and request my trustees’ help quantify); also my proper name decree to prevent it being trafficked in future, and a full annual audit as Executor for the DEAN RICHARD VONGERMETEN estate, which I do claim, with all rights, titles, interests, hereditaments, res, securities, bonds, accounts, property, transactions and cusips conveyed to me, in special meeting, in chambers, for settlement. The clerk shall render the accounting and remunerations to the above stated address.

EQUITY REGARDS THE BENEFICIARY AS THE TRUE OWNER

I declare (make Oath) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, with accompanying certificate of service.

CERTIFICATE OF SERVICE

I, Dean Richard Von Germeten, attest to having sent the following document(s): NOTICE IN EXCLUSIVE EQUITY JURISDICTION FOR TRUST RF 489 562 779 US OF MY OBJECTION TO DISMISS MARK CLAUSS, CHRISTOPHER DROUT AND SUZY LINDBLOM FROM ABOVE CASE NUMBERS AND ADVERSARY COMPLAINT, INVOICE OF TRUE BILL, TRANSCRIPT, AFFIDAVIT OF FACT AND FULL SATISFACTION WITH CUSIPS.

To the parties:

Rachel M. Blise: Chancellor & Custodian
c/o Janet Medlock: Fiduciary Trustee
US Bankruptcy Court, Eastern District of Wisconsin
517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

Chrissy Perl: Clerk
Racine County Circuit Court
730 Wisconsin Avenue
Racine, Wisconsin 53403

Mark Clauss, Christopher Drout, Suzy Lindblom
c/o Gray & Associates, LLP
16345 West Glendale Drive
New Berlin, Wisconsin 53151

Marinosci Law Group, P.C.
16535 W. Bluemound Road, Suite 333
Brookfield, Wisconsin 53005

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT

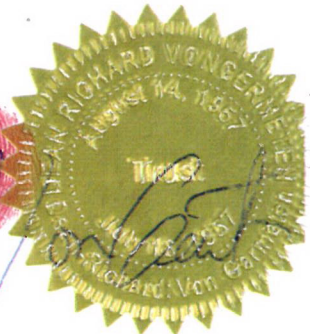
April 15, 2022

Date

By:

Autograph: Private civilian, Executor/beneficiary for the Estate

All rights retained



INVOICE OF TRUE BILL

Lien Security PHL/
Suzy Lindblom

Invoice amount: \$2,020,950.00

\$10,000/day x 365
beginning April 19, 2021
to April 19, 2022 \$3,650,000.00

\$1,000./day from
January 13, 2020 to
April 19, 2021 (36 days) \$ 36,000.00

\$100./day for violation
of 12 USC § 374a
(not a bank member/
affiliate) from 10/31/2011
to April 19, 2022 \$ 365,169.00

subtotal: \$ 6,072,119.00

\$100k per additional
attorney/court filings
(4-- conservative) \$ 400,000.00

subtotal(2): \$ 6,472,119.00

Audit the cusips:

Symbol: SWSCX
CUSIP: 808509673 \$ _____

Symbol: PTBCX
CUSIP: 74254V877 \$ _____

Symbol: FHEAX
CUSIP: 315918342 \$ _____
Minors

Audit the Promissory note
██████ 0451 \$ _____

Penalties in Equity as this
court shall determine \$ _____

Total: \$ _____

Approved and so ordered:

Rachel M. Blise: Judge

Affidavit of fact & full Satisfaction

Document Title Above

Karin L. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$37.00

Pages: 1

U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF WI

2022 APR 18 PM 3:36

FILED-MAIL

Grantor: Denn Richard Von Gerner
Grantee: Hand of Christ Trust

Return to Name and Address Below

Denn Richard Von Gerner
c/o 1921 Thurston Avenue
Racine, Wisconsin 53403

276-000015160000

30-6

Parcel ID Number(s)

Office of the Executor
DEAN RICHARD VONGERMETEN WHFIT/ESTATE
c/o 1921 Thurston Avenue, Racine, Wisconsin



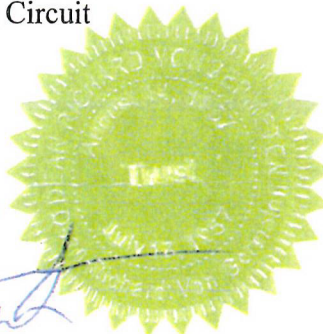
AFFIDAVIT OF FACT AND FULL SATISFACTION

I Dean Richard Von Germeten, executor for the Estate, paramount title and interest holder of
Land Patent 1280113 for

Parcel number 276-000015160000
FHA Case # 581-4314298
MIN: 100052550326045134
WBCD LOAN# [REDACTED] 0451

Held in Trust by Hand of Christ Trust,

Do hereby attest and solemnly swear that all loan amounts incurred on the above property are hereby paid and satisfied as evidenced by the attached 1099C issued by Racine County Circuit Court cancelling said debt.



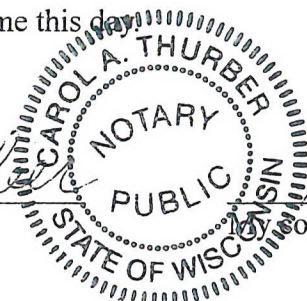
January 20, 2022 Dean Richard Von Germeten
Date Autograph

Jurat

Wisconsin State
Racine County

Subscribed and sworn to (or affirmed) before me on this 20th day of January, 2022 the living man did made special appearance bearing government issued ID, proving himself to be the authorized representative of the en legis known as DEAN R. VONGERMETEN based upon satisfactory evidence before me this day

Carol A. Thurber
Notary
10-1-2023
commission expires



DEAN R VONGERMETEN
C/O 1921 THURSTON AVENUE
RACINE, WI 53403
US

11/11

NEW PLHA
4007137 10 00 00



RACINE COUNTY CIRCUIT COURT JENNIFER BEL
730 WISCONSIN AVENUE
RACINE WI 53403-1238

☐ CORRECTED (if checked)

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no DEAN R VONGERMETEN C/O 1921 THURSTON AVENUE RACINE, WI 53403 US Phone: 262-633-5404		1 Date of identifiable event 02/14/2020	OMB No. 1545-1424 2020 Form 1099-C	Cancellation of Debt
		2 Amount of debt discharged \$ 53,413.30		
		3 Interest, if included in box 2 \$ 0.00		
CREDITOR'S TIN 98-1498830	DEBTOR'S TIN	4 Debt description DEBT CANCELLATION, CLAIM THE RETURN		Copy B For Debtor This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
DEBTOR'S name, Street address (including apt. no.), City or town, state or province, country, and ZIP or foreign postal code RACINE COUNTY CIRCUIT COURT JENNIFER BEL 730 WISCONSIN AVENUE RACINE, WI 53403 US				
5 If checked, the debtor was personally liable for repayment of the debt <input type="checkbox"/>		6 Identifiable event code H		7 Fair market value of property \$ 65,000.00
Account number (see instructions) 2019CV001616				

Form **1099-C** (keep for your records) www.irs.gov/Form1099C Department of the Treasury - Internal Revenue Service

Instructions for Debtor

You received this form because a federal government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040 or 1040-SR. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

Debtor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the creditor has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred on, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of debt either actually or deemed discharged. Note: If you don't agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681. A—Bankruptcy; B—Other judicial debt relief; C—Statute of limitations or expiration of deficiency period; D—Foreclosure election; E—Debt relief from probate or similar proceeding; F—By agreement; G—Decision or policy to discontinue collection; or H—Other actual discharge before identifiable event.

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV generally is the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099C.

DEAN R VONGERMETEN
C/O 1921 THURSTON AVENUE
RACINE, WI 53403
US

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

4 3000 720 20 / 1



RACINE COUNTY CIRCUIT COURT JENNIFER BEL
730 WISCONSIN AVENUE
RACINE WI 53403-1238

009 HTCTZNB 53403



US POSTAGE
\$00.48

Exhibit A

V3 WBCD LOAN # [REDACTED] 0451

Lot 15, Block 9, Guenther, Palmer and Fidler's Subdivision of part of the Northwest 1/4 of Section 20, Township 3 North, Range 23 East, in the City of Racine, Racine County, Wisconsin.

ALSO DESCRIBED AS:

Lot 15, Block 9, Guenther, Palmer and Fidler's Subdivision, according to the recorded plat thereof. Said land being in the City of Racine, Racine County, Wisconsin

GDEXA 0001

Office of the Clerk of Circuit Court
Samuel A. Christensen

730 Wisconsin Avenue
Racine, WI 53403
Main: 262-636-3333
Fax: 262-636-3341

www.racinecounty.com/government/clerk-of-circuit-court
Wisconsin Circuit Court Access: www.WiCourts.gov



March 29, 2021

Peter Joseph Polinski
5735 Cavanaugh Rd, Ste 614
Marcy, NY 13403

RE: Planet Home Lending, LLC vs. Dean R. Von Germeten et al
Racine County Case # 19CV1616

Dear Mr. Polinski,

We are returning your recently submitted documents and money order. It is unclear what you're attempting to file. There does not appear to be a judgment or lien from the above referenced case. As such there is not a judgment or lien to satisfy or release under Wisconsin Statute.

Additionally, please know that on February 20, 2020, Judge Michael Piontek ordered the Clerk of Circuit Court to refuse filings from the Defendant, Dean R. Von Germeten. That would include filings on Mr. Von Germeten's behalf. As of the date of this letter that order is still in effect.

Sincerely,

Samuel Christensen
Clerk of Circuit Court

Management Staff

Emily Bruno
Administrative Deputy

Laurie Hardy
Case Manager

Kirsten Malecki
Case Manager

Ashley Robash
Jury Coordinator

Lewis Zanon
Accounting Manager

Amy Vanderhoef
Case Manager

AFFIDAVIT OF FACT

STATE: OHIO

COUNTY: FAIRFIELD

The undersigned, Wesley Jarvis, Trustee for CUSIPONE Trust, hereby states and confirms that he is of legal age and competent to state on belief and personal knowledge that the facts set forth herein, as duly noted below are true, correct, complete and presented in good faith, establish that:

1. The CUSIP numbers attached for DEAN VONGERMETEN, for a mortgage account bearing number [REDACTED] 0451, were searched through independent databases, confirmed with trading desks, and at least one interest was confirmed as per the reports issued and attached as a result.
2. The Fund Manager, or other custodian(s) of the accounts of the fund(s) may have access to internal records indicating detailed data about the percentage of interest as held for the account of DEAN VONGERMETEN.
3. More than one fund may have an interest in the accounts of DEAN VONGERMETEN.

FURTHER AFFIANT SAYETH NOT.

Signed and sealed this 2nd day of September, in the Year of our Lord, two thousand twenty-one (2021).

All Rights Reserved.

For WESLEY JARVIS

Wesley J. Jarvis, Trustee

JURAT

State of Ohio)

Subscribed and Affirmed)

County of Licking)

On September 2, 2021 before me, Deborah A. Karnes (notary public) personally appeared Wesley J. Jarvis [] personally known to me or [] proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to above and acknowledged to me that he executed the same in his authorized capacity.

I now affix my signature and official seal to these affirmations.

Deborah A. Karnes (Signature)

Notary Public State of Ohio

Seal:

My Commission Expires: 5-30-2023



Deborah A. Karnes
Notary Public, State of Ohio
My Commission Expires 05-30-23

Your CUSIP Results are as follows:

DEAN VONGERMETEN (MTG [REDACTED] 0451)

Schwab Small-Cap Equity Fund

Symbol: SWSCX

CUSIP: **808509673**

Inception Date: 7/1/2003

Net Assets: \$598,281,000.00 as of
6/10/2019

Portfolio Assets: \$598,281,000.00 as of
6/10/2019

A little about the Fund:

Schwab Small-Cap Equity Fund is an open-end fund incorporated in the USA. The Fund's objective is long-term capital growth. The Fund invests at least 80% of its net assets in small-cap equity securities. The Fund will typically invest in companies that have market capitalizations of up to \$2.5 billion.

DEAN VONGERMETEN (MTG [REDACTED] 0451)

Principal Tax Exempt Bond Fund I

Symbol: PTBCX

CUSIP: 74254V877

Inception Date: 3/1/2002

Net Assets: \$467,025,000.00 as of
6/10/2019

Portfolio Assets: \$467,025,000.00 as of
6/10/2019

A little about the Fund:

Principal Tax Exempt Bond Fund seeks a high level of income that is exempt from federal income tax while protecting investors' capital by investing in municipal obligations, including inverse floating rate obligations. The Fund's benchmark is Bloomberg Barclays Municipal Bond Index.



Your CUSIP Results are as follows:

DEAN VONGERMETEN (MTG [REDACTED] 0451)

Schwab Small-Cap Equity Fund

Symbol: SWSCX

CUSIP: **808509673**

Minors FHEAX

315918342

Inception Date: 7/1/2003

Net Assets: \$630,556,000.00 as of
7/10/2021

Portfolio Assets: \$630,556,000.00 as of
7/10/2021

A little about the Fund:

Schwab Small-Cap Equity Fund is an open-end fund incorporated in the USA. The Fund's objective is long-term capital growth. The Fund invests at least 80% of its net assets in small-cap equity securities. The Fund will typically invest in companies that have market capitalizations of up to \$2.5 billion.



Bloomberg

S&P 500 11.48
NASDAQ -5.079.50
FTSE 100 7,095.50
NIKKEI 225 Future 30,000.00
EUR-USD 1.1324
WTI Crude 69.07

EUR-USD 1.1324
WTI Crude 69.07

EUR-USD 1.1324
WTI Crude 69.07

EUR-USD 1.1324
WTI Crude 69.07

Amortized
Value of
Assets

Get information at balance
beginning 7 days after funding
Log In More

SWSCX:US
Schwab Small-Cap Equity Fund

23.2500

USD

-0.2200 -0.94%

23.4700

0

SELECT

U.S.

14,3000 - 23,5800

Key Statistics

Days To Maturity

Premium/Discount

3 Month Return

0.04%

Average 52-week Premium

YTD Return

21.60%

Last Dividend Reported

1 Year Return

54.16%

Dividend Indicated Gross Yield

3 Year Return

7.91%

Front Load Fee

5 Year Return

11.05%

Back Load Fee

Nav (On 09/07/2021)

23.25

Redemption Fee

Total Assets (M USD) (On 09/07/2021)

659.13

12B-1 Fee

Inception Date

07-01-2003

Current Mgmt Fee

0.51%

We fight every day to develop
life-changing technology.

Learn More

+ ADD TO WATCH LIST

MARKET CLOSED

FILED

03-23-2020

Clerk of Circuit Court
Racine County

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

2019CV001616

STATE OF WISCONSIN CIRCUIT COURT RACINE COUNTY

PLANET HOME LENDING, LLC, Case No. 19CV1616

Plaintiff,

vs.

DEAN R. VON GERMETEN, et
al.,

Defendants.

TRANSCRIPT OF MOTION HEARING

Record made in the above-entitled matter
before the HONORABLE MICHAEL J. PIONTEK, Circuit Court
Branch 5, on February 14, 2020, commencing at 9:33 a.m.

A P P E A R A N C E S

MARK A. CLAUSS, Esq., appeared on behalf of
the Plaintiff.

MATTHEW R. LYNCH, Esq., appeared
telephonically on behalf of Defendant State of
Wisconsin.

Defendant DEAN R. VON GERMETEN appeared in
person, *pro se*.

Robin Anderson
Official Court Reporter
robin.anderson@wicourts.gov
(262)636-3436

* * *

FILED-MAIL
2022 APR 18 PM 3:36
US BANKRUPTCY COURT
EASTERN DISTRICT OF WI

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

1 THE COURT: Who's on the telephone, please?

2 This is Judge Piontek.

3 ATTORNEY LYNCH: Matt Lynch on behalf of the
4 State.

5 THE COURT: Okay, Attorney Lynch, I'll call
6 the case in a moment and you can restate your
7 appearance for the record.

8 Before we go on the -- I guess we'll do that
9 first. Call the case of Planet Home Lending, LLC,
10 versus Dean R. Von Germeten, et al., case 19CV1616.

11 The appearances for the plaintiff, please.

12 ATTORNEY CLAUSS: Good morning, Your Honor.
13 Attorney Mark Clauss with Gray & Associates appearing
14 for the plaintiff.

15 THE COURT: And on the phone again, please?

16 ATTORNEY LYNCH: For the defendant State of
17 Wisconsin, this is Matt Lynch.

18 THE COURT: And is Dean R. Von Germeten here?

19 MR. VON GERMETEN: I am a registered agent
20 and title holder of the all capital letters name.

21 THE COURT: I don't know what that means.

22 MR. VON GERMETEN: I'm the authorized
23 representative of that name. I am not that name.

24 THE COURT: Is that your name or isn't it?

25 MR. VON GERMETEN: I'm the authorized

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

1 representative of that name.

2 THE COURT: Okay. Well, the reason I asked
3 you before what your name was, was because parties to
4 the action --

5 MR. VON GERMETEN: I understand.

6 THE COURT: -- come forward and sit before
7 the --

8 MR. VON GERMETEN: Sir, that is a juristic
9 entity, and I'm the legal entitled holder to the
10 entity. I am not the legal entitled holder,
11 beneficiary of that name created by the State of
12 Wisconsin.

13 THE COURT: Okay. Well, you are -- if you
14 feel you are the legal representative for that name,
15 you're welcome to sit in the front at counsel table.

16 MR. VON GERMETEN: I would rather work from
17 here, Your Honor.

18 THE COURT: At least come forward and sit in
19 the front bench so I can hear you. It's hard to hear
20 in this courtroom, please.

21 MR. VON GERMETEN: Sure.

22 THE COURT: So the matter is here on a motion
23 for a default judgment brought by the plaintiff.

24 Mr. Dean R. Von Germeten, et al. -- and the reason I
25 say "et al. is there's a State of Wisconsin in there

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

1 and there are other named defendants, but there are a
2 number of names that are attributed to him.

3 He filed a number of documents which appear
4 to be challenges to basic things like names. His own
5 name, for example, which he's used and signed in the
6 past, he now denies.

7 There also was a document filed by him which
8 is entitled Proof of Life, which was filed with the
9 Court on February 7, 2020, indicating what his date of
10 birth is. It's in affidavit form. That as of the date
11 of the affidavit, for example, No. 2 of the affidavit,
12 he's breathing. So that was good. And I don't, I
13 don't know what it means.

14 I mean, the case is pretty straightforward.
15 This is a foreclosure case. The basics are when people
16 take out a loan for a property, whether it be real
17 estate with or without improvements, or vehicles, the
18 common practice in a practice of law and the statutes
19 and case law that support really what is a basic part
20 of our legal system and our democracy and property
21 ownership is when they borrow money, substantial
22 assets, many times are asked to sign security
23 agreements so that if payment is not made, the person
24 who lends the money or the entity who lends the money
25 or any entity who lends the money, sells it to someone

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

1 else, whoever holds the note, that is, the obligation
2 of the person who received the benefit or the proceeds
3 of the loan, owes them the money. And if not paid,
4 there's a security instrument in real estate that is
5 called a mortgage whereby the property can be sought to
6 be possessed by the holder of the loan or the note.

7 The vehicles, similar motor vehicles, similar
8 types of possession actions are brought. And they are
9 fairly routine in our court system.

10 This case is unusual in that Mr. Von
11 Germeten -- the reason I wanted to ask him off the
12 record earlier if that was his name is I wanted to know
13 exactly how to pronounce it, but, you know, he's an
14 agent apparently. I don't know what his thinking is on
15 this, but it appears to be along the lines of a
16 sovereign citizen kind of thinking.

17 MR. VON GERMETEN: No, sir.

18 THE COURT: For example, there's a note in
19 the file from some, some position he's taken that he
20 can substitute a note and that someone from Idaho, you
21 know, who's going to pay off this note and, you know,
22 he's going to come in three months, it's just
23 ridiculous.

24 MR. VON GERMETEN: Sir, I'm not --

25 THE COURT: If you interrupt me again, you're

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

1 going to jail. Do you understand me?

2 MR. VON GERMETEN: (Nods head.)

3 THE COURT: You'll get a chance to speak.

4 But since you're not identifying yourself as Dean
5 Von Germeten, you're an agent for him, once again is
6 ridiculous. We all know that's your name; that's your
7 born name. You filed your Proof of Life form. I mean,
8 you've got positions all over the place.

9 But before I was interrupted, it appears that
10 this is one of those cases because hundreds of pages of
11 documents, which appear to be frivolous, they have
12 nothing to do with the case, ridiculous arguments under
13 the law have been filed in this case. And I read all
14 of them, and I can only categorize them, some as being
15 nonsense; that is, they don't make any sense. They're
16 not a response to whether he's paid his payments for
17 the property.

18 That's the issue that's before the Court, to
19 make the payments that you promised to make under the
20 note that was signed by you, which, if you did, you're
21 entitled to remain on the property and have this case
22 dismissed. And if you didn't, then the holder of the
23 note, whether that be the original issuer or someone it
24 was sold to, has a right to proceed to obtain
25 possession of the property, which is called a

PLANET HOME LENDING, LLC -vs- DEAN R. VON GERMETEN, et al. - February 14, 2020

1 foreclosure of a mortgage if the security documents
2 exist. It's been pled that way, and it's been offered
3 as an exhibit on a number of affidavits.

4 So that's where we're kind of at, and I want
5 Mr. Von Germeten to understand something.

6 Based on my entire reading of this file and
7 my belief that in sum total your entire presentation
8 has been frivolous, not related to the issues, not
9 conforming to law, and the fact that apparently you
10 took this to federal court, to the Eastern District of
11 Wisconsin, attempting to prevent this action in some
12 way from going ahead or getting more time, I don't know
13 what the objective was, but that court found you to be
14 acting in a frivolous matter, prohibited you from
15 filing any more documents.

16 You appealed to the Seventh Circuit Court of
17 Appeals federal court in Chicago. And similarly, they
18 showed you the door, so to speak, indicating that there
19 was -- all your claims were dismissed with prejudice.

20 The judgment in the Eastern District is --
21 there are cites to it in the February 5, 2020,
22 memorandum in support of motions to dismiss
23 counterclaims, as is referred to in other documents and
24 filings by the plaintiff, as well.

25 I'm not going to give you a lot of time,

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1 Mr. Von Germeten, on this. I'm not going to sit here
2 all day and listen to babble and ridiculous kinds of
3 statements because courts of law act on the laws as
4 they exist. You've referred to the State of Wisconsin
5 as a commonwealth, which it is not. It's a state. And
6 you're governed by the state laws, whether you agree
7 with it or not or you don't. And you can take any
8 position you want.

9 But at some point in time, when you get out
10 there far enough away from the law, you're filing
11 frivolous matters because, again, they don't, they
12 don't have any application or relevance to the
13 controversy before me.

14 I don't care what you do in your personal
15 life. That's up to you. But when you come into a
16 court of law and you pull this kind of stuff, I'm not
17 going to put up with it. You know, it's ridiculous.
18 It's borderline, you know, obstructing the operations
19 of the courts, taking up a lot of time for no good
20 reason, nothing related to the case.

21 So we're going to proceed. As I said, I'll
22 give you a chance to make a statement. I'm not
23 referring to you as some agent or anything else. I'm
24 referring to you as your birth name. You're the one
25 who put forth that you are -- you're Dean Richard of

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1 the family Von Germeten claimant. You're over age 18.
2 You filed all kinds of documents, but that's one of
3 them. And so I'll be referring to you.

4 And if you don't want to sit up in front,
5 that's your business. So I appreciate you following
6 the rules so far and not interrupting me. I'm going to
7 give the plaintiff a chance to make a statement, and
8 you'll have your opportunity, as well.

9 So go ahead, plaintiff, on behalf of the
10 plaintiff.

11 ATTORNEY CLAUSS: Thank you, Your Honor.

12 This action was filed on October the 4th.
13 And as the Court has noted, quite a lot of items have
14 been filed since that time. However, absent is an
15 answer. The defendant has not filed an answer in this
16 case addressing the elements laid forth in the
17 complaint. The defendant has, for lack of a better
18 term, dodged personal service.

19 But what he did do was he appeared in the
20 action on October 14, and multiple times thereafter,
21 asking for other relief from this Court beyond the
22 relief that he wasn't served. Therefore, he's subject
23 to the jurisdiction of this Court for those actions.

24 Also, he was served via publication, and he
25 had until January 20 under that theory to file an

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1 answer; and he has not done so. That's why we
2 proceeded with a motion for default judgment with
3 respect to the borrower defendants -- the issues
4 regarding the borrower defendant.

5 He did file what we construe as a
6 counterclaim in this case that lists a number of items
7 that have already been dismissed with prejudice by the
8 federal court or make no legal claim of any type that
9 can be cognizable. So the motion today asks for
10 default judgment on the counts in the complaint, as
11 well as a dismissal of the counterclaims filed by the
12 defendant.

13 So there is a foreclosure request with a
14 waiver of deficiency seeking a six-month redemption
15 period.

16 There's also a request to expunge the record.
17 Mr. Von Germeten has filed and recorded many documents
18 with the register of deeds, as well as the UCC, which
19 is why the State of Wisconsin is a party to this case.
20 And they do not oppose the request to expunge those UCC
21 filings against my client, myself, the personal,
22 personal parties of my client; and we ask that those
23 items be allowed to be expunged as having no legal
24 merit but as having affected all of those parties
25 against whom he's filed those documents.

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1 Therefore, we have a proposed order asking
2 for the foreclosure as requested, as well as a separate
3 order that can be sent to the State to expunge those
4 documents.

5 THE COURT: All right. Just for clarity
6 purposes, you're not asking me to expunge these records
7 from this proceeding, correct, his filings here,
8 because whatever the parties filings are, you know,
9 this case goes somewhere else but the documents are
10 necessary to make determinations by other entities
11 perhaps.

12 ATTORNEY CLAUSS: That is correct.

13 THE COURT: The court of appeals or other
14 court.

15 ATTORNEY CLAUSS: Correct. The count
16 requested in the complaint for the expungement of
17 record refers to a lien, a lien report that we attached
18 to the original complaint that lists the documents that
19 we have of concern. And those are the, like, the UCC
20 filings, statements, and things of that such are the
21 ones that are specifically being requested.

22 THE COURT: Other than UCC and register of
23 deeds filings, any other remedy you're seeking with
24 regard to expungement? Any other entity?

25 ATTORNEY CLAUSS: No, Your Honor. We're just

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1 seeking to expunge those. We're asking that the
2 counterclaims be dismissed and that the non-deficiency
3 foreclosure be granted.

4 THE COURT: Okay.

5 Mr. Dean Von Germeten, your response.

6 MR. VON GERMETEN: If you would refer to
7 me --

8 THE REPORTER: You have to speak up.

9 MR. VON GERMETEN: I'm sorry.

10 If you would refer to me as Dean Richard, I
11 would appreciate that because I -- the name which I go
12 by, Ademsanons (ph.), sounds very similar to the all
13 capital letters name which the State issued as a
14 juristic entity.

15 THE COURT: Okay --

16 MR. VON GERMETEN: I want to make it clear
17 that I'm not that entity.

18 THE COURT: Well, then I won't hear from you.

19 MR. VON GERMETEN: Well, my name is Dean --

20 THE COURT: That's whose name -- that's who
21 signed the mortgage and the note. And if that's not
22 you, be quiet.

23 MR. VON GERMETEN: Sir, I understand. What
24 I'm trying to say is --

25 THE COURT: I don't want you to say anything

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1 if you're not that person.

2 MR. VON GERMETEN: Sir, if I don't have a
3 right to speak, I can't defend myself.

4 THE COURT: You're right. Because if you're
5 not that person, you don't belong in the courtroom.

6 MR. VON GERMETEN: I'm a living man, sir.

7 THE COURT: Okay. If you speak again, I'm
8 going to hold you in summary contempt, and you're going
9 to jail. Do you understand me? Is that clear to you?

10 MR. VON GERMETEN: (Nods head.)

11 THE COURT: I'm not playing games here with
12 you. You're not taking up valuable court time with
13 this nonsense of yours.

14 MR. VON GERMETEN: Sir, I understand.

15 THE COURT: I'm not playing that game with
16 you. Maybe other judges did. I am not. Do you
17 understand me?

18 MR. VON GERMETEN: May I settle the case?

19 THE COURT: Okay. Again, Dean R. Von
20 Germeten, if that person has a statement to make, that
21 person can make the statement. If not, we're moving
22 on.

23 MR. VON GERMETEN: I would like to settle the
24 claims now with bonds that I submitted to the Court.

25 THE COURT: What's your name?

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1 MR. VON GERMETEN: My name is Dean Richard of
2 the family Von Germeten. I submitted bonds to the
3 Court for settlement. I'm not --

4 THE COURT: Your bonding is ridiculous.

5 MR. VON GERMETEN: Why, sir?

6 THE COURT: I'm not here to answer your
7 question. I'm here to rule on what you filed. What
8 you filed is ridiculous.

9 MR. VON GERMETEN: She didn't send them back.

10 THE COURT: Okay. I'll make this real easy
11 on you. I'm going to consider everything you filed.
12 The way you redeem a property is in US currency. You
13 pay the person that's owed the money. That's the way
14 our system works. So if you -- and you'll have a
15 six-month period of redemption --

16 MR. VON GERMETEN: May I ask --

17 THE COURT: -- if I grant judgment today to
18 do that.

19 MR. VON GERMETEN: May I speak?

20 THE COURT: We're not going to take
21 ridiculous bonds from some entity or individual out in
22 Idaho that's going to be, in your statement, that's
23 going to be here in three months or some other thing.

24 I mean, I've read all of this stuff. It's
25 hard to make sense for me. And I'm not treating you

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1 any differently than I treat anyone else.

2 The problem is you are treating the system
3 with a great amount of disrespect with these ridiculous
4 arguments on, you know, Wisconsin being -- starting off
5 with Wisconsin being a -- not being a state but a
6 commonwealth, for example. And then you go on and just
7 keep compounding these ridiculous arguments.

8 You can't offer something signed by some --
9 whoever it is out in Idaho and say that it's a valid
10 bond and you're entitled to redeem your property and --
11 that's rubbish. It's utter, utter poppycock. Rubbish.
12 I could call it something else, but I won't.

13 I'm not playing this game. I'm not spending
14 hours with you listening to your dribble about these
15 ridiculous positions you're taking. Either pay the
16 money, or you lose the property. It's a real easy kind
17 of decision to make. And the money is in US currency.
18 So either get on that or good luck to you.

19 MR. VON GERMETEN: Sir, may I speak?

20 THE COURT: I'll hear from the State of
21 Wisconsin now, please.

22 ATTORNEY LYNCH: (Unintelligible.)

23 THE REPORTER: I can't understand him.

24 THE COURT: My reporter is not getting this.
25 Somehow we've got a bad connection, and I don't know if

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1 it's on our end or yours.

2 ATTORNEY LYNCH: I'm sorry, Your Honor. Can
3 you hear me now?

4 THE REPORTER: Better.

5 THE COURT: It's better. Can you repeat,
6 please?

7 ATTORNEY LYNCH: Sure. The State of
8 Wisconsin has no objection to the relief requested. I
9 represent the Department of Financial Institutions. We
10 administer the Uniform Commercial Code system in the
11 state. If the Court were to enter an order calling for
12 us to expunge these filings, we will execute that order
13 immediately.

14 THE COURT: All right. Thank you. All
15 right.

16 MR. VON GERMETEN: May I speak?

17 THE COURT: Who are you?

18 MR. VON GERMETEN: My name is Dean Richard.
19 I'm the registered agent of the trust name --

20 THE COURT: I'm sorry, I have a defendant
21 named here, Dean R. Von Germeten. If you're not that
22 individual, you can't speak. You want to play this
23 game, play the game.

24 MR. VON GERMETEN: Sir, I'm not here to
25 stand.

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1 THE COURT: Yes, you are. You have
2 demonstrated clearly in the federal courts and here
3 that's why you're here. As I said, I'm not putting up
4 with this.

5 So based on the records -- you're done
6 speaking. You haven't identified yourself as Dean R.
7 Von Germeten.

8 The record will reflect that you are not
9 seated at counsel table, even though *pro se* litigants
10 are commonly there for small claims actions. You
11 elected not to even come before the bar, the railing
12 that separates the litigants from the gallery in the
13 courtroom. That's your choice. But your choice has
14 consequences.

15 Based on the filings, the records, the
16 proceedings herein, the Court finds as follows:

17 First of all, I find, as I indicated earlier,
18 based on the totality of the filings herein, that the
19 defendant has engaged in frivolous, unnecessary filings
20 that are neither based on facts or evidence but on some
21 kind of fantasy or delusion or misunderstanding or
22 something more serious but not based in fact or
23 evidence or law.

24 And based on those filings, I find that the
25 entirety of what he's filed is frivolous. He has only

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1 filed documents in an attempt to obstruct the orderly
2 legal process, including the Court's role in time spent
3 on these matters.

4 We'll spend all the time in the world in the
5 court system for legitimate controversy over
6 foreclosures that would have to do with whether
7 payments are made, whether there are mistakes made
8 legally, but nothing I've seen in his filings rise to
9 the level where the Court believes a hearing is
10 required.

11 And as an aside, the federal court, both the
12 Eastern District of Wisconsin trial court and the
13 Second Circuit Court of Appeals, the court of appeals
14 for that federal court, similarly found his filings
15 frivolous and dismissed his claims with prejudice.

16 They're not what used to be called *res*
17 *judicata* or issue preclusion, as it's called now,
18 binding on this Court, but the Court does note that
19 those decisions were made. And again, a cite to those
20 is within the documents on file in this action,
21 particularly by the plaintiff.

22 So the Court finds that the summons and
23 complaint in this action have been duly served upon the
24 defendant in the manner provided by law, including
25 obviously obstruction by the defendant in avoiding

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1 service. There is proof of that on file by virtue of
2 affidavits or process servers and counsel.

3 The Court has jurisdiction over this matter.

4 The defendant is in default, although he's
5 filed many pages of documents and discovery materials,
6 which as an aside, again, were grossly in excess of
7 what's allowed under the new discovery law and
8 statutes. And the Court construes none of the filings
9 to constitute a lawful answer to the complaint of the
10 plaintiff.

11 The Court finds that notice of the pendency
12 of this action has been filed with the register of
13 deeds for more than 20 days prior to today's date, and
14 upon application of the plaintiff through counsel in
15 the form of a motion for judgment, the Court having
16 examined the affidavit of default in support of that
17 motion, having determined that all material allegations
18 in the complaint on file are true.

19 Further appearing, the mortgaged premises
20 consist of real property with a residential structure
21 being 20 acres or less, that the premises cannot be
22 sold in parcels without injury to the interest of the
23 parties.

24 Further appearing, no defendant is in the
25 military service or active state service. No defendant

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1 has been adjudicated incompetent or an infant or under
2 guardianship.

3 Therefore, upon motion of, again, counsel for
4 the plaintiff, it is found and determined and
5 adjudicated that all material allegations of the
6 plaintiff's complaint are proven true. The amounts due
7 to the plaintiff under the terms of the note and
8 mortgage are exceeding a number of 22,312 dollars and
9 50 cents for prior litigation fees and costs. That's
10 the amount that is generated for foreclosures.

11 Can you explain what that is, counsel?

12 ATTORNEY CLAUSS: Thank you, Your Honor.

13 Those are the fees to defend against the four
14 years of federal lawsuit and the many motions filed in
15 the appeals to the Seventh Circuit. That is the
16 attorney's fee allowed under the terms of the federal
17 law and the mortgage.

18 THE COURT: When is the last time a payment
19 was made on the property?

20 ATTORNEY CLAUSS: I believe that was back --
21 he's due for February of 2019, so about a year ago.

22 THE COURT: Okay. The Court again finds that
23 those amounts due to plaintiff under the terms of the
24 note and mortgage are as stated in their application or
25 their proposed order for judgment.

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1 All sums advanced by the plaintiff from
2 insurance preparers, post judgment attorney fees,
3 costs, preservation expenses, taxes not included in the
4 judgment, may be added to the judgment by order of the
5 Court following entry of judgment.

6 The mortgaged premises are owner occupied,
7 with the mortgaged premises consisting of a property
8 with a residential structure indicated on Exhibit B to
9 the proposed judgment. The legal description on the
10 exhibit is incorporated by reference herein.

11 The Court finds that the plaintiff may elect
12 to have the premises sold at public auction under the
13 direction of the sheriff at any time after six months,
14 which is the redemption period granted to the person
15 who is known as Dean R. Von Germeten.

16 MR. VON GERMETEN: May I speak?

17 THE COURT: That if the purchaser at said
18 auction is a person other than the plaintiff, shall
19 require 10 percent of the purchase to be due at sale,
20 cashier's check or certified copies.

21 The other provisions of the proposed judgment
22 by the Court are incorporated and found fair and
23 reasonable; specifically, the owner is entitled to
24 remain in possession of mortgaged premises and all
25 rents, issues, and profits to the date of the

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1 confirmation of sale. As I said, that's a six-month
2 period.

3 And no deficiency judgment may be obtained
4 against the defendant based on the terms of the note
5 and mortgage and also based on the law as it currently
6 exists in the State of Wisconsin.

7 As I said, all other provisions are approved
8 and incorporated into the judgment.

9 Based on those findings, the Court orders
10 judgment according to its findings in reference to the
11 proposed judgment. The Court has reviewed it in full
12 and found it's fair and reasonable and supported by the
13 claims made with the finding that no substantial issue
14 of fact were created by the filing of an answer
15 contesting those allegations.

16 MR. VON GERMETEN: I object.

17 THE COURT: So whoever you are, you're
18 welcome to object, sir. You're not up in front of the
19 railing. You're not identified as a person who's a
20 party to this action.

21 (Mr. Von Germeten moves to counsel table.)

22 THE COURT: So I grant judgment.

23 On the motion to expunge, the Court's heard
24 and had the benefit of, again, reading this entire
25 file, the many filings that have been made by the

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1 defendant Dean R. Von Germeten, as we know him by that
2 other name. There's other names that have been used,
3 and the AKA, also known as, names are in the various
4 orders and filings.

5 But the Court orders that all those names
6 used by the defendant individually with different
7 middle names, there's different --

8 MR. VON GERMETEN: I'm a secured party to
9 those names.

10 THE COURT: Please don't interrupt me again,
11 sir.

12 Based on the Court's review of those matters
13 and upon motion of the plaintiff with affidavit, the
14 Court finds that those filings were frivolous. They
15 are intended to damage individuals and entities by
16 creating public records that may affect the entities
17 and the individuals in some legal or other way.

18 And as a result of that, on those filings the
19 Court orders a complete expungement of all filings by
20 the individuals listed in this action in any order.
21 It's one individual with a series of also-known-as
22 names. I order the entirety of all filings by that
23 person expunged or removed from the register of deeds
24 office where filed and any UCC documents that may have
25 been filed.

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1 Again, anything filed by the defendant and
2 its collective series of also known as names are
3 ordered expunged from the register of deeds office, as
4 well as the UCC documents filed by him with the State
5 of Wisconsin.

6 So ordered. And I'll sign those orders.

7 Now, sir, you want to say something?

8 MR. VON GERMETEN: Yes, sir. You mentioned
9 that there are no points of law, and I have to object
10 to that.

11 THE COURT: Okay.

12 MR. VON GERMETEN: One I would like to
13 make --

14 THE COURT: Your name again?

15 MR. VON GERMETEN: My name is Dean Richard.

16 THE COURT: Okay. I don't know, there's no
17 Dean Richard here in the pleadings. So you object to
18 that?

19 MR. VON GERMETEN: I filed --

20 THE COURT: That's fine. We're done with
21 this hearing. The matter is concluded. You're welcome
22 to leave, sir.

23 MR. VON GERMETEN: I have business with the
24 clerk.

25 (The hearing concluded at 10:10 a.m.)

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1 STATE OF WISCONSIN)

2 COUNTY OF RACINE)

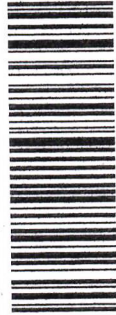
3
4 I, Robin Anderson, Official Circuit Court
5 Reporter for Branch 3, Racine County, do hereby certify
6 that I reported the foregoing matter and that the
7 foregoing transcript, reduced to typewriting by
8 computer-aided transcription, consisting of 25 pages
9 inclusive, is a true and correct transcript of the
10 proceedings had.

11 Dated March 23, 2020, at Racine, Wisconsin.

12
13
14 Electronically Signed:

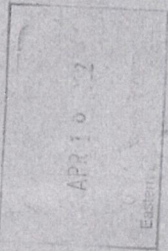
15 /s/ Robin Anderson
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Office of the Executor
DEAN RICHARD VONGERMETEN
c/o 1921 Thurston Avenue
Racine, Wisconsin



7021 2720 0002 8713 7171

Office of the Executor
DEAN RICHARD VONGERMETEN WHITT/ESTATE
C004 Racine WI, 3 N - , 0068 A S
Non-domestic, without the U.S.



Re Case #s
21-25409-rmb
22-02024-rmb

TO: Rachel M. Blise: Chancellor/Custodian
c/o Janet Medlock, Fiduciary-trustee
US Bankruptcy Court,
Eastern District of Wisconsin
517 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202

